

DRAFT 4/29/26

**AMENDMENT TO INTERLOCAL AGREEMENT
FOR
DUWAMISH BASIN STEWARDSHIP**

This Amendment is entered into between the City of Seattle, represented by Seattle Public Utilities Department, the City of Tukwila, the Port of Seattle and King County (hereafter individually referred to as “Party” or collectively “Parties”) and amends, attaches to, and is part thereof the existing Interlocal Agreement entered into between the Parties on the day of January 26, 2023 (“Agreement”), pursuant to Section 3 of the Agreement.

WHEREAS, the Parties desire to extend the terms of the Agreement beyond the current contract term ending on December 31, 2026;

WHEREAS, Parties intend to execute a new Agreement with more comprehensive revisions but cannot do so before December 31, 2026;

WHEREAS, Parties believe it is to their mutual benefit to extend the Agreement and the program within the Duwamish Service Area by one year to provide time to execute a revised Agreement as provided in Section 3;

THEREFORE, the Parties hereto do mutually covenant and agree to amend the Agreement as follows:

- A. **Section 3: Effective Date and Term.** Pursuant to Section 3 of the Agreement, Parties, by and through their DBMT representatives, agree to extend the Agreement to remain effective until December 31, 2027.
- B. **Amendments To Agreement**
 1. **Amendment to Section 3. Effective Date and Term.** Section 3 is amended as follows:
 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective once it has been authorized by the governing bodies of all Parties and each Party has executed this Agreement. Once effective, this Agreement shall remain in effect until December 31, 2027 (~~2026~~); provided, however, that this Agreement may be extended as the DBMT representatives of all Parties may agree to in writing, with such extension being effective upon its execution by each of the Parties. Such extension shall bind only those Parties executing the extension.

C. **General Provisions**

1. In all other respects, the terms, conditions, duties, and obligations of the parties shall remain the same as agreed to in the original Agreement.
2. Once executed, this Amendment shall be incorporated into the existing Agreement as if fully set forth and shall become First Amended Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the _____ of _____, 2026.

THE CITY OF SEATTLE:

By: _____

Title: _____

Date: _____

KING COUNTY

By: _____

Title: _____

Date: _____

PORT OF SEATTLE

By: _____

Title: _____

Date: _____

CITY OF TUKWILA

By: _____

Title: _____

Date: _____